

**FIRE DEPARTMENT AGREEMENT  
JOINTLY OPERATED BY AND BETWEEN  
VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN  
AND  
TOWN OF HOLLAND, SHEBOYGAN COUNTY, WISCONSIN**

THIS AGREEMENT is made and entered into effect January 1, 2009 between the VILLAGE OF CEDAR GROVE (hereinafter referred to as Village), a Wisconsin municipal corporation, and the TOWN OF HOLLAND (hereinafter referred to as Town), both of Sheboygan County, Wisconsin, to provide for the operation of a joint Fire Department to provide fire protection for property within the Village and a part of the Town.

NOW THEREFORE the Village, by the Village Board, and the Town, by the Town Board, do hereby agree to the following. Pursuant to the provisions of §66.0301, Wisconsin Statutes, which authorizes cooperative agreements between municipalities, and §60.55, Wisconsin Statutes, which obligates town boards to provide fire protection for the town and to enter into agreements with other municipalities for fire protection devices and purchase of equipment, and §61.34, Wisconsin Statutes, which authorizes general powers to village boards to act for the good order of the village and for its health, safety, and welfare, and in consideration of the mutual covenants herein contained, it is agreed by the parties as follows:

1. **INSURANCE COVERAGE:** The parties shall share equally the costs of insurance coverage for the Fire Department. The Village shall obtain insurance protection for the vehicles and equipment at the replacement cost. The Village shall also obtain liability insurance coverage covering both parties of this agreement as well as the firefighters at a minimum of \$1,000,000.00 per occurrence. Each party shall hold the other harmless from claims, suits and damages in any claim or litigation arising out of services provided by the Fire Department under this agreement.
2. **PURCHASE OF TRUCKS AND OTHER MAJOR EXPENDITURES:** The parties shall share equally the costs of trucks and other major expenditures (costing \$5,000.00 or more). Such trucks and any such equipment purchased during the term of this agreement shall be owned 50% by the Village and 50% by the Town.
3. **PRACTICE AND TRAINING:** The parties shall share equally the costs of the Fire Department practice and training. These practice and training costs shall include the related firefighter fees/charges and cost of supplies used for practice and training.
4. **MUTUAL AID:** The parties shall share equally the costs of the Fire Department for providing mutual aid. These mutual aid costs shall be incorporated into the calculation for dividing the Operating Costs by considering each mutual aid call to be one-half (1/2) a call in the Village and one-half (1/2) a call in the Town.
5. **RENT OF THE FIREHOUSE:** The parties shall share equally the costs of rent for the firehouse. The firehouse located in the Village has been built at the sole expense of and is entirely owned by the Village. The parties agree that the fair rent would be \$24,000.00 per year. Therefore, the amount paid by the Town is a 50% contribution or \$12,000.00 per year. Repairs, improvements and insurance of the firehouse structure, heating and cooling equipment, parking lot, and other capital assets are the sole responsibility of the Village as the facility owner. All operating expenses pertaining to use of the firehouse are covered under the Operating Costs section of this agreement.
6. **BILLING FOR WATER:** The public water system within the Village is entirely owned and operated by Cedar Grove Utilities, a wholly owned entity of the Village. Cedar Grove Utilities may optionally bill for water it provides for public fire protection purposes. The billing method and charges for such water shall be in accordance with the guidelines set forth by the Public Service Commission of Wisconsin and shall not include hydrant rental. The Town may be billed for any such water used for calls within the boundaries of the Town.
7. **OPERATING COSTS:** All costs of operating the Fire Department not specified above shall be shared according to a rolling average of the most recent ten (10) completed years based on the number of calls in the Village plus ½ of mutual aid calls (or the number of calls in the Town plus ½ of mutual aid calls) divided by the total number of calls for the year (calls made in the Village and Town, and all mutual aid calls). This running average ratio shall be recalculated after each newly completed year for the length of the agreement. These

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operating costs shall include, but are not limited to, operating and maintenance of Fire Department vehicles, firefighter fees/charges, firehouse operating expenses and any and all other operating expenses. These other operating expenses include small equipment purchases (costing less than \$5,000.00), but not the purchase of trucks or other major expenditures. Operating expenses related to the firehouse located in the Village shall include utilities, cleaning, heat, telephone and other costs related directly to the use of the building.

8. MAJOR DECISIONS: All major decisions regarding the Fire Department, including expenditures in excess of \$5,000.00, shall be made only upon agreement between the Village and the Town.

9. BILLING FOR SERVICES RENDERED: Either party may, at its sole discretion, bill the recipient of services for any Fire Department service provided within that party's boundaries. Such billing is the sole responsibility of that party and any fees received shall be used at that party's discretion.

10. FIRST RESPONDERS: This agreement does not cover First Responders, their services, equipment or expenses.

11. TERM: This agreement shall commence January 1, 2009 and terminate on December 31, 2012. This agreement shall be automatically renewed for a one (1) year term unless either party notifies the other party in writing no later than the preceding June 30th that it does not agree to another automatic renewal.

VILLAGE OF CEDAR GROVE, WI  
Gene Jentink - President

TOWN OF HOLLAND, WI  
Donald Becker - Chairman

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_